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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Endo Fitness LL, LLC, a California  
limited liability company,

Plaintiff,

v.

F-19 Holdings, LLC, a Delaware  
limited liability company, F-19  
Franchising, LLC, a California limited  
liability company, and Does 1 through  
25,

Defendants.

Case No.: 2:22-CV-03124-MEMF-JC

STIPULATED PROTECTIVE  
ORDER

[CHANGES MADE BY  
COURT TO PARAGRAPH 3]

DISCOVERY MATTER

Court Room: 8B  
District Judge: Hon. Maame Ewusi-  
Mensah Frimpong  
Magistrate Judge: Hon. Jacqueline  
Chooljian  
Complaint Filed: March 29, 2022

1. A. PURPOSES AND LIMITATIONS

As at least one of the parties has represented that discovery in this action may involve production of confidential, proprietary, or private information for which

1 special protection from public disclosure and from use for any purpose other than  
2 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate  
3 to and petition the Court to enter the following Stipulated Protective Order. The  
4 parties acknowledge that this Order does not confer blanket protections on all  
5 disclosures or responses to discovery. The protection it affords from public disclosure  
6 and use extends only to the limited information or items that are entitled to  
7 confidential treatment under the applicable legal principles. Further, as set forth in  
8 Section 12.3, below, this Stipulated Protective Order does not entitle the parties to file  
9 confidential information under seal. Rather, when the parties seek permission from  
10 the court to file material under seal, the parties must comply with Civil Local Rule  
11 79-5 and with any pertinent orders of the assigned District Judge and Magistrate  
12 Judge.

13 B. GOOD CAUSE STATEMENT

14 Defendants claim this action involves trade secrets, proprietary information,  
15 and other valuable research for which special protection from public disclosure and  
16 from use for any purpose other than the prosecution of this action is warranted.  
17 Such confidential and proprietary materials and information consist of, among other  
18 things, confidential business or financial information, information regarding confidential  
19 business practices, or other confidential research, development, or commercial  
20 information (including information implicating privacy rights of third parties),  
21 information otherwise generally unavailable to the public, or which may be privileged or  
22 otherwise protected from disclosure under state or federal statutes, court rules, case  
23 decisions, or common law. In order to expedite the flow of information, to facilitate  
24 the prompt resolution of disputes over confidentiality of discovery materials, to  
25 adequately protect information the parties are entitled to keep confidential, to ensure  
26 that the parties are permitted reasonable necessary uses of such material in  
27 connection with this action, to address their handling of such material at the end of  
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1 the litigation, and to serve the ends of justice, a protective order for such information  
2 is justified in this matter.

3 The parties shall not designate any information/documents as confidential  
4 without a good faith belief that such information/documents have been maintained  
5 in a confidential, non-public manner, and that there is good cause or a compelling  
6 reason why it should not be part of the public record of this case.

7 **2. DEFINITIONS**

8 2.1 Action: The instant action: 2:22-CV-03124-MEMF-JC.

9 2.2 Challenging Party: A Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
12 how it is generated, stored or maintained) or tangible things that qualify for protection  
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
14 Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff).

17 2.5 Designating Party: A Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: All items or information, regardless  
21 of the medium or manner in which it is generated, stored, or maintained (including,  
22 among other things, testimony, transcripts, and tangible things), that are produced or  
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: A person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
26 an expert witness or as a consultant in this Action.

27 2.8 House Counsel: Attorneys who are employees of a party to this Action.  
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1 House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3 2.9 Non-Party: Any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: Attorneys who are not employees of a party  
6 to this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that party or are affiliated with a law firm which  
8 has appeared on behalf of that party, and includes support staff.

9 2.11 Party: Any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12 2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14 2.13 Professional Vendors: Persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18 2.14 Protected Material: Any Disclosure or Discovery Material that is  
19 designated as "CONFIDENTIAL."

20 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover Protected  
24 Material (as defined above), and (1) any information copied or extracted from  
25 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
26 Material; and (3) any deposition testimony, conversations, or presentations by Parties  
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1 or their Counsel that might reveal Protected Material, other than during a court  
2 hearing or at trial.

3 Any use of Protected Material during a court hearing or at trial shall be  
4 governed by the orders of the presiding judge at that time. This Order does not  
5 govern the use of Protected Material during a court hearing or at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection  
18 under this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents, items,  
22 or communications for which protection is not warranted are not swept unjustifiably  
23 within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to impose  
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unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second par. of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 (b) for testimony given in depositions that the Designating Party identifies  
4 on the record, before the close of the deposition as protected testimony.

5 (c) for information produced in some form other than documentary and for  
6 any other tangible items, that the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information is stored the legend  
8 "CONFIDENTIAL." If only a portion or portions of the information warrants  
9 protection, the Producing Party, to the extent practicable, shall identify the protected  
10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
12 failure to designate qualified information or items does not, standing alone, waive the  
13 Designating Party's right to secure protection under this Order for such material.  
14 Upon timely correction of a designation, the Receiving Party must make reasonable  
15 efforts to assure that the material is treated in accordance with the provisions of this  
16 Order.

## 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court's  
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37-1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on  
24 the Designating Party. Frivolous challenges, and those made for an improper purpose  
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
27 or withdrawn the confidentiality designation, all parties shall continue to afford the  
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1 material in question the level of protection to which it is entitled under the Producing  
2 Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of Section 13 below.

10 Protected Material must be stored and maintained by a Receiving Party at a  
11 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated  
16 "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
18 as other counsel engaged by the Receiving Party and employees of said Outside  
19 Counsel of Record or of other counsel engaged by the Receiving Party to whom it is  
20 reasonably necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;



1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
9 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
10 confidential information unless they sign the “Acknowledgment and Agreement to  
11 Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party  
12 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
13 depositions that reveal Protected Material may be separately bound by the court  
14 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
15 Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
19 OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action as  
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall  
24 include a copy of the subpoena or court order unless prohibited by law;

25 (b) promptly notify in writing the party who caused the subpoena or order  
26 to issue in the other litigation that some or all of the material covered by the subpoena  
27 or order is subject to this Stipulated Protective Order. Such notification shall include  
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1 a copy of this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued  
3 by the Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with  
5 the subpoena or court order shall not produce any information designated in this action  
6 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
7 or order issued, unless the Party has obtained the Designating Party’s permission, or  
8 unless otherwise required by the law or court order. The Designating Party shall bear  
9 the burden and expense of seeking protection in that court of its confidential material  
10 and nothing in these provisions should be construed as authorizing or encouraging a  
11 Receiving Party in this Action to disobey a lawful directive from another court.

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a  
15 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
16 produced by Non-Parties in connection with this litigation is protected by the  
17 remedies and relief provided by this Order. Nothing in these provisions should be  
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to  
20 produce a Non-Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party  
24 that some or all of the information requested is subject to a confidentiality agreement  
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated  
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
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1 specific description of the information requested; and

2 (3) make the information requested available for inspection by the Non-  
3 Party, if requested.

4 (c) If a Non-Party represented by counsel fails to commence the process  
5 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice  
6 and accompanying information or fails contemporaneously to notify the Receiving  
7 Party that it has done so, the Receiving Party may produce the Non-Party's  
8 confidential information responsive to the discovery request. If an unrepresented  
9 Non-Party fails to seek a protective order from this court within 14 days of receiving  
10 the notice and accompanying information, the Receiving Party may produce the Non-  
11 Party's confidential information responsive to the discovery request. If the Non-Party  
12 timely seeks a protective order, the Receiving Party shall not produce any information  
13 in its possession or control that is subject to the confidentiality agreement with the  
14 Non-Party before a determination by the court unless otherwise required by the law  
15 or court order. Absent a court order to the contrary, the Non-Party shall bear the  
16 burden and expense of seeking protection in this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
23 persons to whom unauthorized disclosures were made of all the terms of this Order,  
24 and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
27 PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

## 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and Magistrate Judge. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

## 13. FINAL DISPOSITION

After the final disposition of this Action, as defined in Section 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all

1 Protected Material to the Producing Party or destroy such material. As used in this  
2 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
3 summaries, and any other format reproducing or capturing any of the Protected  
4 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
5 must submit a written certification to the Producing Party (and, if not the same person  
6 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
7 category, where appropriate) all the Protected Material that was returned or destroyed  
8 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
9 compilations, summaries or any other format reproducing or capturing any of the  
10 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
11 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
12 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
13 reports, attorney work product, and consultant and expert work product, even if such  
14 materials contain Protected Material. Any such archival copies that contain or  
15 constitute Protected Material remain subject to this Stipulated Protective Order as set  
16 forth in Section 4.

17 14. Any violation of this Order may be punished by any and all appropriate  
18 measures including, without limitation, contempt proceedings and/or monetary  
19 sanctions.  
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5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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7 Respectfully submitted,  
8 Dated: November 11, 2022 WILLIAMS, KASTNER, & GIBBS PLLC

9 By /s/Theresa H. Rava  
10 Theresa Rava  
11 Attorneys for Defendants  
12 F-19 Holdings, LLC and F-19 Franchising, LLC

13 Dated: November 14 , 2022 LEWITT HACKMAN

14 By /s/ David Gurnick  
15 David Gurnick  
16 Attorneys for Plaintiff  
17 Endo Fitness LL, LLC

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.  
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20 DATED: November 15, 2022  
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22 /s/  
23 HON. JACQUELINE  
24 CHOOLJIAN United States  
Magistrate Judge  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare  
 under penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on November 15, 2022 in the case of *Endo Fitness LL, LLC*  
*v. F-19 Holdings, LLC et al.*; Case No. 2:22-CV-03124-MEMF-JC.

I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to this  
 Stipulated Protective Order to any person or entity except in strict compliance with  
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full  
 address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_